

*Furnish this exhibit for EACH foreign principal listed in an initial statement
and for EACH additional foreign principal acquired subsequently.*

1. Name and address of registrant Fleishman-Hillard, Inc. 515 South Flower Street, 7th Floor Los Angeles, California 90071		2. Registration No. 3774
3. Name of foreign principal Diasyn Technologies, Ltd.	4. Principal address of foreign principal 67 Richmond Street West Suite 302 Toronto, Ontario M5H1Z5 CANADA	

5. Indicate whether your foreign principal is one of the following type:

☐ Foreign government

☐ Foreign political party

☒ Foreign or ☐ domestic organization: If either, check one of the following:

☐ Partnership

☐ Committee

☒ Corporation

☐ Voluntary group

☐ Association

☐ Other (specify) _____

☐ Individual—State his nationality _____

6. If the foreign principal is a foreign government, state:

a) Branch or agency represented by the registrant.

b) Name and title of official with whom registrant deals.

7. If the foreign principal is a foreign political party, state:

a) Principal address

b) Name and title of official with whom the registrant deals.

c) Principal aim

8. If the foreign principal is not a foreign government or a foreign political party,

a) State the nature of the business or activity of this foreign principal

Biotechnology development company involved in anti-viral and diamond film coating research.

b) Is this foreign principal

- Owned by a foreign government, foreign political party, or other foreign principal Yes ☐ No ☒
- Directed by a foreign government, foreign political party, or other foreign principal..... Yes ☐ No ☒
- Controlled by a foreign government, foreign political party, or other foreign principal Yes ☐ No ☒
- Financed by a foreign government, foreign political party, or other foreign principal..... Yes ☐ No ☒
- Subsidized in whole by a foreign government, foreign political party, or other foreign principal..... Yes ☐ No ☒
- Subsidized in part by a foreign government, foreign political party, or other foreign principal..... Yes ☐ No ☒

9. Explain fully all items answered "Yes" in Item 8(b). (If additional space is needed, a full insert page may be used.)

10. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

Dr. Claus Wagner-Bartak
President
Diasyn Technologies Ltd.

Date of Exhibit A
29 August, 1991

Name and Title Jerry A. Epstein
Executive Vice President &
General Manager

Signature

Jerry A. Epstein

INSTRUCTIONS: A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements; or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. This form shall be filed in triplicate for each foreign principal named in the registration statement and must be signed by or on behalf of the registrant.

Privacy Act Statement. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, dissemination report, copy of political propaganda or other document or information filed with the Attorney General under this act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, D.C. One copy is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of such documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. Finally, the Attorney General transmits an annual report to the Congress on the Administration of the Act which lists the names of all agents and the nature, sources and content of the political propaganda disseminated or distributed by them. This report is available to the public.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Criminal Division, U.S. Department of Justice, Washington, D.C. 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, D.C. 20503.

Name of Registrant	Name of Foreign Principal
Fleishman-Hillard, Inc.	Diasyn Technologies, Ltd.

Check Appropriate Boxes:

1. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach three copies of the contract to this exhibit.
2. ☐ There is no formal written contract between the registrant and foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach three copies of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
3. ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and the expenses, if any, to be received.

4. Describe fully the nature and method of performance of the above indicated agreement or understanding.

Fleishman-Hillard will implement media relations, counseling and corporate support to programs related to anti-viral and diamond film coating research conducted through the University of California in Los Angeles.

5. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

Fleishman-Hillard will establish objectives and strategies to obtain publicity regarding anti-viral and diamond film coating research.

6. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act?¹
Yes ☐ No ☒

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

August 29, 1991	Jerry A. Epstein, Executive VP/General Manager	
Date of Exhibit B	Name and Title	Signature
		<i>Jerry A. Epstein</i>

¹Political activity as defined in Section 1(o) of the Act means the dissemination of political propaganda and any other activity which the person engaging therein believes will, or which he intends to, prevail upon, indoctrinate, convert, induce, persuade, or in any other way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

MEMORANDUM OF AGREEMENT effective as of the 1st day of November, 1990.

B E T W E E N

DIASYN TECHNOLOGIES LIMITED , a corporation
amalgamated under the laws of Canada,

(hereinafter referred to as "Diasyn")

OF THE FIRST PART;

- and -

FLEISHMAN-HILLARD, INC. , a corporation
incorporated under the laws of the State of
Missouri,

(hereinafter referred to as the "Agency")

OF THE SECOND PART;

WHEREAS Diasyn is a public company whose common shares trade on the Canadian Over-the-counter Automated Trading System and which has recently made application to have such common shares listed on The Toronto Stock Exchange;

AND WHEREAS Diasyn is desirous of gaining greater public and market awareness of its corporate profile and ongoing research, development and marketing;

AND WHEREAS the Agency is engaged in providing investor relations services to its clients so as to increase public awareness of its clients' corporate profile and business endeavours within the financial and investment community;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the premises and of the respective covenants and agreements hereinafter contained, and for other good and valuable consideration (the receipt and sufficiency of which is hereby respectively acknowledged by the Parties), the Parties hereto covenant and agree as follows:

ARTICLE I: EMPLOYMENT OF THE AGENCY

1. During the term of this Agreement, Diasyn shall employ the Agency, on a non-exclusive basis, as a full service public relations agency to carry out the duties outlined herein and such other duties as may be mutually agreed upon from time to time by the Parties.
2. This Agreement shall be effective as at the date hereof and shall continue in full force and effect until terminated by either party on thirty (30) days notice to the other.
3. The rights, duties and responsibilities of the Agency and Diasyn shall continue in full force during the thirty (30) day notice period.
4. Any materials, services or other items contemplated in this Agreement which the Agency has committed itself to purchase for Diasyn's account with Diasyn's approval shall be paid for by Diasyn in accordance with the payment terms specified herein.

ARTICLE II: SERVICES TO BE PROVIDED BY THE AGENCY

1. The Agency hereby agrees to perform the following services for Diasyn in connection with the planning, preparation and placement of publication materials and/or educational literature:
 - (a) Study and analyze Diasyn's current corporate profile;
 - (b) Design, develop and produce any public relations material to further Diasyn's public relations and other programs;
 - (c) Develop media contacts so as to further the public image of Diasyn and increase its public awareness;
 - (d) Generate interest in, and demand for, stories relating to Diasyn from a corporate, medical, scientific, investment and marketing angles for publication in national, regional, trade and consumer publications and for broadcast in appropriate outlets; and
 - (e) Counsel Diasyn in respect of the development and implementation of strategies to further Diasyn's public relations programs.

ARTICLE III: CONDUCT OF AGENCY

1. The Agency shall be required to obtain the approval of Diasyn prior to incurring any out-of-pocket expenses on its behalf in excess of \$1,000.

2. Prior to each calendar month, representatives of Diasyn and the Agency shall agree on a budget and program of Agency activity for such month.

3. The Agency shall be liable for any fees, expenses and/or disbursements incurred on behalf of Diasyn which are in excess of 10% of the monthly budget agreed upon by the Agency and Diasyn.

4. The Agency shall record and report all working time expended by it on Diasyn projects and any out-of-pocket expenses incurred relative thereto. Such reporting shall be communicated by the Agency to Diasyn within 21 days or as soon thereafter as reasonably possible of the end of each calendar month in respect of the month for which the report has been prepared. The aforesaid monthly report shall be accompanied by an activity report detailing and analyzing the activity performed on Diasyn's behalf.

5. Out-of-pocket expenses incurred by the Agency on Diasyn's behalf and properly authorized by Diasyn in accordance with the terms hereof, shall be billed to Diasyn without any mark-ups levied thereon save and except such expenses which are incurred in support of a project requiring creative management or design such as photography or press kit design. In such cases a mark-up of 17.65% shall be levied on the appropriate expenses.

ARTICLE IV: PAYMENT

1. Diasyn shall pay the sum of \$6,500 to the Agency upon the execution of this Agreement and thereafter pay to the Agency the sum of \$3,000 monthly in arrears commencing with the month of December, 1990 in settlement of the duties to be performed by the Agency hereunder.

2. (a) Diasyn shall pay to the Agency all out-of-pocket expenses and mark-ups thereon, within 30 days of the date of the invoice rendered by the Agency.

(b) In the event of a dispute as to any amounts owing by Diasyn to the Agency, Diasyn shall pay to the Agency the total amount in dispute pending the resolution of

the dispute to the mutual satisfaction of the Parties.

3. Diasyn shall have the right to modify, reject, cancel or stop any and all plans, projects, schedules or work-in-process. In such circumstance, Diasyn shall be liable for all out-of-pocket expenses incurred by the Agency or for which the Agency has already made commitments on behalf of Diasyn.

ARTICLE V: INTELLECTUAL PROPERTY

1. The Agency agrees that all intellectual property prepared by it on behalf of Diasyn shall be reviewed by Diasyn in advance of its release to the public. The Agency will not have legal counsel review at all any releases to the public. Diasyn assumes total responsibility for the legal compliance of releases.

ARTICLE VI: CONTACTS

1. Diasyn hereby designates that its main contact shall be Dr. Claus Wagner-Bartak until such time as the Agency is otherwise notified. Dr. Wagner-Bartak shall oversee story placements and any other public relations activity and shall serve as the Agency's primary contact related to program strategy, billing matters and future projects.

2. The main Agency contact is hereby designated as Susan Neisloss, Vice-President of the Agency until such time as Diasyn is otherwise notified.

ARTICLE VII: INDEMNIFICATION

- (a) Indemnification by Agency. The Agency hereby agrees to indemnify and hold harmless Diasyn and its officers, directors, employees, and agents from and against any and all claims, liabilities, litigation, causes of action, damages, costs, (including reimbursing Diasyn for the time incurred by Diasyn's employees in any litigation or other proceedings, including but not limited to all time spent in preparation for and during depositions, trials and hearings, at such employees normal hourly rate or other comparable compensation), expenses, attorneys' fees and expenses (including but not limited to fees and expenses arising from any factual investigation, discovery, or preparation for litigation) and the payment of any and all of the foregoing or any demands, settlements, or judgments (collectively, the

"Claims") arising directly or indirectly from or in connection with any allegation, assertion, or claim of libel, slander, defamation, copyright infringement, misappropriation of ideas, or invasion of rights of privacy arising from any materials, information, or statements prepared by the Agency on Diasyn's behalf pursuant to this Agreement (a "Materials Claim"), provided, however, that the indemnification provided by this paragraph VII(a) shall not be applicable to any Claim arising from any such materials, information, or statements that were prepared or approved by Diasyn or any of its employees, agents or independent contractors.

- (b) Indemnification by Diasyn. Diasyn agrees to indemnify and hold harmless the Agency and its officers, directors, employees, and agents from and against any and all Claims that (i) constitute Materials Claims arising from or in connection with materials, information, or statements that were prepared or approved by Diasyn or any of its employees, agents, or independent contractors, or (ii), except as provided in paragraph VII(a) of this Agreement, arise directly or indirectly from or in connection with the Agency's performance of its obligations under this Agreement, provided, however, that this clause (b) shall not apply to Claims arising from the Agency's negligence, gross negligence or criminal conduct. In addition to the indemnification provided by Diasyn under this paragraph VII(a), Diasyn shall reimburse the Agency for the time incurred by the Agency's employees in any litigation or other proceedings subject to this paragraph VII(b) (including but not limited to all time spent in preparation for and during depositions, trials, and hearings) at such employees' normal hourly rates.
- (c) Notice. Upon either party's obtaining notice of an actual or possible Claim for which it may be entitled to indemnification, it shall give prompt written notice of the Claim to the other party.

ARTICLE VIII: NOTICES

1. Subject to any provisions herein to the contrary, any notice, document or thing required or permitted to be given or delivered hereunder shall, insofar as is practical, be in

writing and shall be deemed to be properly given or delivered to a party if:

- (a) delivered in person and left with a secretary or other responsible employee of such party;
- (b) telecopied and confirmed by a prepaid registered letter addressed to such party at its respective address set out in paragraph 2; or
- (c) sent by prepaid registered letter addressed to such party at its respective address set out in section 2.

2. The respective names and addresses of the parties are as follows:

- (i) Diasyn Technologies Limited
67 Richmond Street West
Suite 302
P.O. Box 960
Postal Station "Q"
Toronto, Ontario
M4T 2P1

Attention: Dr. Claus G.J. Wagner-Bartak

Fax: (416) 364-7256

- (ii) Fleishman-Hillard, Inc.
515 South Flower Street
Los Angeles, California 90071
U.S.A.

Attention: Ms. Susan Neisloss

Fax: (213) 623-6495

3. Any notice or delivery given in accordance with the provisions of section 1 shall be deemed to have been given and received:

- (i) if delivered in person pursuant to 1(a), on the date of such delivery (provided that such date is a business day at the place of receipt and, if it is not, on the next following business day);
- (ii) in the case of a facsimile, on production of a transmission report by the machine from which the facsimile was sent which indicates that the facsimile

was sent in its entirety to the facsimile number of the recipient notified for the purpose of this clause;

(iii) if sent by prepaid registered letter pursuant to paragraph 1(c), on the actual date of receipt of such letter by the addressee.

4. A party may from time to time, by notice in writing to the other party delivered in accordance with the provisions of section 1, change its address for all purposes of this Agreement.

ARTICLE IX: MISCELLANEOUS

1. Any action brought by Diasyn with respect to this agreement may be brought in Ontario, Canada. In any such action the agreement shall be construed in accordance with and the action shall be governed by the laws of Ontario. Any action brought by the Agency with respect to this agreement may be brought in Los Angeles. In any such action the agreement shall be construed in accordance with and the action shall be governed by the laws of California.

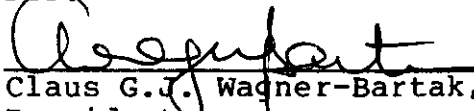
2. This agreement contains the entire agreement of the Parties. No agent, servant, employee or other representative of either Party is empowered to alter any of the terms of this Agreement unless done in writing and signed by a senior officer of each of the Parties.

3. All references to monies herein refer to lawful monies of the United States of America.

4. The parties hereto agree to pay all costs, including court costs and attorneys fees and expenses, incurred by the prevailing party in any legal action brought by one party against the other arising out of or in connection with this agreement.

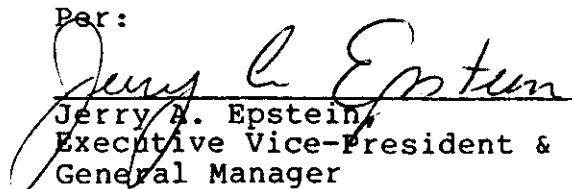
DIASYN TECHNOLOGIES LIMITED

Per:

 c/s
Claus G.J. Wagner-Bartak,
President

FLEISHMAN-HILLARD, INC.

Per:

 c/s
Jerry A. Epstein,
Executive Vice-President &
General Manager